

# **EXHIBIT 41**

## **(Redacted)**

**(Previously Filed Under Seal as DI 401-37)**

**From:** CN=Tamra A Pawloski/O=ChubbMail  
**Sent:** Thursday, May 21, 2009 1:52 PM  
**To:** CN=Patrick F Sullivan/O=ChubbMail@ChubbMail  
**Cc:** CN=Henry Mirolyuz/O=ChubbMail@ChubbMail  
**Subject:** Re: Blaze IDE Licensing  
**Attach:** fair 122806 soft lic blaze.PDF

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Sully,  
Sorry I was in back to back meetings today. Here is a copy of the amendment for the enterprise solution for Blaze.

Thank you,

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Tamra Pawloski | Assistant Vice President |  
Technical Sourcing Lead/Sourcing Training Lead – Global Strategic Sourcing  
Chubb & Son, Inc.  
15 Mountain View Rd | Warren, NJ 07059 | ( 908.903.2054 | 6 908-903-2008 | /  
Mailstop: M1-051

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Patrick F Sullivan/ChubbMail  
05/21/2009 11:29 AM

To  
Tamra A Pawloski/ChubbMail@ChubbMail  
cc  
Henry Mirolyuz/ChubbMail@ChubbMail  
Subject  
Blaze IDE Licensing

Tamra,

Can you confirm the Blaze IDE (Developer Tool) licensing for Henry and Me. We are sure we can deploy the server and repository, we wanted to confirm the developer tool for folks in EUZ...

Thanks!  
Sul



Confidential

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FED011791\_0001

Confidential

<b>Contract Number</b> 8384	<b>Supplier Name</b> Fair Isaac Corporation	<b>Contract Effective Date</b> 12/28/2006	<b>Contract Expiration Date (Blank if Non)</b>	<b>Flag Days:</b> 60
<b>Contract Type</b> Software License (Mainframe)	<b>Product Name (if applicable)</b> BLAZE ADVISOR _ ELA	<b>Contract Span</b> Perpetual		
<b>Chubb Entity</b> Chubb & Son, a division of Fed	<b>Chubb Department</b> IT Infrastructure	<b>Chubb Department Contact</b> Phil Folz		
<b>Chubb Vendor Management Contact</b> Jim Black	<b>Chubb Legal Contact</b>	<b>Vendor Sales Contact Person</b> Larry Wachs		
<b>Sales Contact Phone Number</b> 9179685959	<b>Sales Contact Fax Number</b>	<b>Vendor Sales Person's Email</b> mailto:larrywachs@fairisaac.com		
<b>Vendor Legal Contact Person</b>	<b>Vendor Legal Contact's Phone Number</b>	<b>Negotiated Cost</b>		
<b>Old Contract Number</b>	<b>NJEDA</b> <input type="checkbox"/>	<b>Auto Renew</b> <input type="checkbox"/>	<b>Maintenance Included</b> <input type="checkbox"/>	<b>WIP Proj No</b> 8384
<b>Archived</b> <input type="checkbox"/>	<b>Scanned</b> <input checked="" type="checkbox"/>	<b>Scanned File Name</b> fair 122806 soft lic blaze		<b>Document Destroyed</b> <input type="checkbox"/>
<input checked="" type="checkbox"/> Patriot Act - Vendor Review Complete	<b>Link to Scanned Contract</b>		<b>Date Destroyed</b>	<b>Renewal Flagged</b> <input type="checkbox"/>
<b>Print Record</b>				
<b>Contract Notes (Qty, Pricing, etc.)</b> Amendmetn 2 upgrades CSI divisional license to a worldwide enterprise license. The CSI portion of the license was credited back to Chubb. Also, we kept [REDACTED] and increased number of developers (now unlimited) under the new agreement.				
<b>Additional Contract Notes</b> Total cost list price for the current liscense is [REDACTED] for the license. Maintenance savings is the delta from [REDACTED]				

Amendment Two to Fair Isaac Software License and Maintenance Agreement – Blaze Advisor		Page 2 of 3
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For purposes of this Amendment Two, the Enterprise-Wide License shall mean that Client and its Affiliates may use the Fair Isaac Product for their internal business purposes, with no limitation on the number of Seats or CPUs, subject to and in accordance with all of the provisions of the Agreement. "Affiliates" shall mean any other entity directly or indirectly controlled by Client, where "control" means the ownership of more than 50% of the aggregate of all voting interests (representing the right to vote for the election of directors or other managing authority) in an entity. Such other entity is an Affiliate only during the period that such "control" exists. Client shall at all times be responsible for its Affiliates' use of the Fair Isaac Products.

## 2. PAYMENT

**2.1 License Fees.** Client agrees to pay the license fees described above according to the following schedule:

a) [REDACTED] shall be invoiced upon execution of this Amendment Two and paid in accordance with the payment terms set forth in the Agreement;

b) [REDACTED] shall be invoiced on October 15, 2007 and paid on or before November 30, 2007.

**2.2 Maintenance Fees.** Client agrees to pay the support and maintenance fees for the first year (subject to the note above) upon execution of this Amendment Two, and annually thereafter in advance while the maintenance term is in effect. Client agrees that the maintenance fee set forth above covers only the Blaze Advisor Enterprise-Wide license and does not cover any other licenses granted to Client under any other agreement.

**3. MISCELLANEOUS.** Unless otherwise indicated, capitalized terms used in this Amendment Two have the meanings given them in the Agreement. Except as expressly amended by this Amendment Two, the provisions of the Agreement continue in full force and effect. If there is a conflict between the Agreement and this Amendment Two, the terms of this Amendment Two control. This Amendment Two, together with the terms of the Agreement, constitute the full and entire understanding and agreement between the parties with regard to the subject matter hereof, and supersedes all prior or contemporaneous proposals and all other oral or written understandings, representations, conditions, and other communications between the parties relating to such subject matter, as well as the terms of all existing or future purchase orders and acknowledgements.

Fair Isaac and Client are signing this Amendment Two as of the Amendment Two Effective Date, notwithstanding the date of the parties' actual signatures.

**FAIR ISAAC CORPORATION**

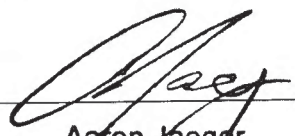
**CLIENT – CHUBB & SON, A DIVISION OF  
FEDERAL INSURANCE COMPANY**

By:

Name:

Title:

Date Signed:

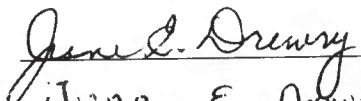
  
 Aaron Jaeger  
 Manager  
 Financial Planning & Analysis  
 12.28.06

By:

Name:

Title:

Date Signed:

  
 June E. Drewry  
 CIO  
 12/27/2006



Amendment Two to Fair Isaac Software License and Maintenance Agreement – Blaze Advisor		Page 1 of 3
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## AMENDMENT TWO TO SOFTWARE LICENSE AND SERVICES AGREEMENT

This Amendment Two (the “**Amendment Two**”) is effective as of December ~~28~~, 2006 (the “**Amendment Two Effective Date**”) and amends the Software License and Services Agreement entered into on June 30, 2006, as amended on August 1, 2006 (collectively the “**Agreement**”) by and between Fair Isaac Corporation (“**Fair Isaac**”) and Chubb and Sons, a division of Federal Insurance Company (“**Client**”).

WHEREAS, the Agreement provided for a Divisional Enterprise License for certain Fair Isaac Products known as Blaze Advisor Development and Blaze Advisor Deployment; and

WHEREAS, under the Agreement, Client was given an option to expand the license granted in the Agreement to an Enterprise-Wide License; and

WHEREAS, Client wishes to exercise the Enterprise-Wide License option.

NOW THEREFORE, the parties agree to amend the Agreement as set forth below.

1. As of the Amendment Two Effective Date, the scope of the licenses granted to Client under the Agreement is amended as outlined herein. All previous licenses granted to Client under the Agreement shall be terminated and superseded by the license granted herein.

Product	Item #	Initial Term	Scope/Quantity	Price	Total
Blaze Advisor Development Platform: JAVA and .Net	280-DVLI-03	Perpetual	Enterprise-Wide		
Blaze Advisor Deployment Platform: JAVA and .Net	280-DPLI-03	Perpetual	Enterprise-Wide		
Documentation for Blaze Advisor: <ul style="list-style-type: none"><li>User guide (available in HTML or PDF)</li></ul>	N/A	Perpetual	1 set		
To 100% Credit for license fees paid under the Agreement					
Total License Fees					
Support and Maintenance Fee for Blaze Advisor Software:	280-OOMN-08	Initial Term: One year	Set forth in Exhibit B to the Agreement		
TOTAL LICENSE AND FIRST YEAR SUPPORT AND MAINTENANCE					

\*If Client has paid any support and maintenance fees under the Agreement, those amounts received by Fair Isaac and applicable to periods after the date of this Amendment Two shall be deducted from the first year support and maintenance fees listed above. The Client's anniversary date for support and maintenance renewals shall be the Amendment Two Effective Date.

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**Unless Client signs this Amendment and returns it to Fair Isaac by December 28, 2006, prices and terms are subject to change.**